



CLIENT SERVICES CONTRACT
Community Based Prevention
Services for Mental Health Promotion
Programs (MHPP)

HCA Contract Number: K4221
Resulting from Solicitation
Number: 3882

This Contract is by and between the Washington State Health Care Authority (HCA) and the Contractor identified below.

CONTRACTOR NAME Lewis County		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street 360 Northwest North Street	City Chehalis	State WA	Zip Code 98532-1925	
CONTRACTOR CONTACT Emily Killeen	CONTRACTOR TELEPHONE (360) 740-1424	CONTRACTOR E-MAIL ADDRESS emily.killeen@lewiscountywa.gov		
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CFDA NUMBER(S):	FFATA Form Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

HCA PROGRAM Prevention	HCA DIVISION/SECTION Division of Behavioral Health and Rehabilitation
HCA CONTACT / CONTRACT MANAGER NAME AND TITLE Rose Quinby, Medical Assistance Program Specialist	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-1129	HCA CONTACT E-MAIL ADDRESS rose.quinby@hca.wa.gov

CONTRACT START DATE December 15, 2019	CONTRACT END DATE June 30, 2021	TOTAL MAXIMUM CONTRACT AMOUNT \$80,000
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THE FOLLOWING ATTACHMENTS AND EXHIBITS ARE ATTACHED AND/OR INCORPORATED INTO THIS CONTRACT BY REFERENCE:	
<input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: MHPP Statement of Work Exhibit B: DMA Statement of Work Exhibit C: DBHR SUD Fiscal Policies & Standards for Reimbursable Costs Exhibit D: Business Associate Agreement Exhibit E: HCA RFA #3882 Exhibit F: Contractor Response to HCA RFA #3882	<input checked="" type="checkbox"/> Attachments (specify): . Attachment 1: Confidential Information Security Requirements Attachment 2: (FFATA) Data Collection Form Attachment 3: SAMHSA Award Terms Attachment 4: Awards & Revenues

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

1. PURPOSE

Obtaining Prevention Services in order to increase capacity to implement direct and environmental substance use prevention services in high need communities qualified to immediately implement identified Evidence-Based, Research-Based, or Promising practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, marijuana, opioids, and other drugs, as well as promote mental health and prevent suicide prevention in high need communities.

2. DEFINITIONS

The words and phrases listed below, as used in this Contract, have the following definitions:

“Action Plan” - means the completed project plan outlining the goals, objectives, program(s), Target Audience, dates, dosage, leadership, and implementation partners for each required and proposed program.

"Agent" means the Washington State HCA Director and/or the Director's delegate authorized in writing to act on behalf of the Director.

“Allowable Cost” means an expenditure which meets the test of the appropriate executive office of the president of the united states’ office of management and budget circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is:

- a. Necessary and reasonable;
- b. Allocable;
- c. Authorized or not prohibited under Washington state or local laws and Regulations;
- d. Adequately documented.

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

“Awards and Revenues” or “A&R” details the Contractor’s federal and state Awards and Revenues, attached as Attachment 6.

“Breach” means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

“Budget, Accounting, and Reporting System” or “BARS” means the “Fiscal/Program Requirements”, see definition below, which replaces BARS document.

“Business Associate” means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of Protected Health Information (PHI). Any

reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"CFR" means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement Regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?Page=browse>.

"Coalition" Formal arrangement for cooperation and collaboration between groups or sectors of a Community. Each participant in the Coalition retains its identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free Community.

"Community" Geographic area within school district boundaries, or within High School Attendance Areas (HSAA), and their feeder schools.

"Community-Based Organization" or **"CBO"** Public or private nonprofit organization of demonstrated effectiveness that is representative of a Community, or of significant segments of a Community, and that provides educational or related services to individuals in the Community. This includes faith-based and religious organizations.

"Community Prevention and Wellness Initiative" or **"CPWI"** HCA substance use prevention delivery system that focuses prevention services in high-need communities in Washington State as selected and approved by HCA.

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 rcw or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

"Contract" means the entire written agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original.

"Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

"Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or

administrative activities related to health care, as defined in 45 CFR 160.103.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract

“Debarment” means an action taken by a federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

“Dedicated Marijuana Account” or **“DMA”** Revenue generated by the taxation of retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized in Chapter 4, Laws of 2015 (2nd Special Session); codified in RCW 69.50.540.

“Division of Behavioral Health and Recovery” or **“DBHR”** means the division of HCA that provides program support for behavioral health including Substance Use Disorder prevention and treatment, Mental Health Promotion and treatment, and recovery support services.

“Educational Service District” or **“ESD”** Regional agency described in RCW 28A.310.010 to (1) provide cooperative and informational services to local school districts; (2) assist the superintendent of public instruction and the state board of education in the performance of their respective statutory or constitutional duties; and (3) provide services to school districts and to the Washington state center for childhood deafness and hearing loss and the school for the blind to assure equal educational opportunities.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Evidence-Based Program” or **“EBP”** Program that has been tested in heterogeneous or intended populations that can be implemented with a set of procedures to allow successful replication in Washington. An EBP has had multiple randomized and/or statistically-controlled evaluations, or one large multiple-site randomized and/or statistically-controlled evaluation, and the weight of the evidence from a systematic review demonstrates sustained improvements in at least one of the desired outcomes.

“Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.

“Fiscal/Program Requirements” means the supplementary instructions and fiscal policy standards for reimbursable costs otherwise known as the billing guide for Substance Use Disorder prevention and mental health promotion and is located at:

<https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules>.

“HCA Contract Manager” means the individual identified on the cover page of this Contract

who will provide oversight of the Contractor's activities conducted under this Contract, or the designee.

"Health Care Authority" or **"HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

"Innovative Program" Program that does not fall into the other program categories of Evidence-Based Programs, Research-Based Programs, or Promising Programs.

"Media Materials and Publications" includes the following:

News Release means a brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;

Paid Media: Any advertising space/time that is purchased for prevention/Coalition messages including but not limited to printed publications/newspapers, online, outdoor, on-screen, tv and radio;

Earned Media: Published news stories including print, broadcast or online resulting from the Contractor's agreements with reporters; and

Donated Media: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising Vendors. This includes public service announcements.

Social Media: Also referred to as new media includes messages posted online on facebook, twitter, youtube, instagram, snapchat, and similar sites.

"Mental Health Promotion Programs" or **"MHPP"** means a program or strategy with the overall goal of maximizing mental health and well-being among populations and individuals.

"Office of Contracting and Procurement" or **"OCP"** means the HCA central contracting office, or successor section, or office.

"OMB" means the Office of Management and Budget of the Executive Office of the President of the United States.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

"Prevention Activity Data" means information input to the Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System (Minerva) to record all active prevention services including outcome measures. This information will be used to

verify services identified in A-19 invoices prior to payment and must be entered into Minerva by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.

“Promising Program” Program that is based on statistical analyses or a well-established theory of change, shows potential for meeting the “Evidence-Based Program” or “Research-Based Program” criteria, and could include the use of an Evidence-Based Program for outcomes other than the alternative use.

“Protected Health Information” or “PHI” means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

“Public Agency” Examples of a Public Agency, for purposes of this RFA, include: a school district, law enforcement agency, county agency, ESD, Urban Indian Organizations, American Indian Organizations, or a Tribe.

“Public Information” means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.

“RCW” means the revised code of Washington. All references in this Contract to rcw chapters or sections shall include any successor, amended, or replacement statute. Pertinent rcw chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Regulation” means any federal, state, or local Regulation, rule, or ordinance.

“Research-Based Program” means a program that has been tested with a single randomized and/or statistically controlled evaluation, demonstrates sustained desirable outcomes; or where the weight of the evidence from a systematic review supports sustained outcomes as identified in the term “Evidence-Based Program”, but does not meet the full criteria for “Evidence-Based Program”.

“Request for Applications” or “RFA” means a formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFA is to permit the Applicant Community to suggest various approaches to meet the need at a given price.

“State Opioid Response” or “SOR” Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Grants Funding Opportunity TI-18-015 supporting implementation

of this state grant project. Anticipated start date 9/30/2018; length of project period is up to two years. More information can be found at:

<https://www.samhsa.gov/sites/default/files/grants/pdf/sorfoafinal.6.14.18.pdf>

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

“Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 c.f.r. 75.2, or any successor or replacement to such definition, for any federal award from hhs; or 2 c.f.r. 200.93, or any successor or replacement to such definition, for any other federal award. See omb circular a-133 for additional details.

“Substance Use Disorder” or “SUD” means a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues using the substance despite significant substance-related problems. The diagnosis of a Substance Use Disorder is based on a pathological pattern of behaviors related to the use of the substances.

“Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System” or “Minerva” Online data entry system for documenting and reporting prevention services. <https://www.theathenaforum.org/minerva>

“Suicide Prevention Projects” means programs and strategies designed to decrease the risk of suicide.

“Target Audience” Indicated program participant a service is designed for based on the program design. A Community may determine Target Audience by geography or sub-population to ensure effective program delivery.

“Tracking” means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See omb

circular a-133 for additional details.

“**WAC**” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement Regulation. Pertinent WAC chapters or sections can be accessed at: <http://apps.leg.wa.gov/wac/>

“**Youth**” means an individual from age ten (10) through age seventeen (17).

3. STATEMENT OF WORK

The Contractor will provide the activities and staff, and otherwise do all things necessary or incidental for the performance of work as set forth in Exhibit A: MHPP - Statement of Work and Exhibit B: DMA - Statement of Work.

4. PERIOD OF PERFORMANCE

The initial period of performance of the Contract will commence on December 15, 2019, and continue through June 30, 2021, unless terminated sooner as provided herein.

5. SUBCONTRACTING

5.1. Neither the Contractor nor any Subcontractor shall enter into Subcontracts for any of

the work contemplated under this Contract without obtaining prior written approval of HCA. In no event shall the existence of the Subcontract operate to release or reduce the liability of the Contractor to HCA for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

5.2. Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any Subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Confidential Information without the express written consent of HCA or as provided by law.

5.3. If at any time during the progress of the work, HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA shall notify the Contractor, and the Contractor shall take immediate steps to terminate the Subcontractor's involvement in the work.

5.4. The rejection or approval by HCA of any Subcontractor or the termination of a Subcontractor shall not relieve the Contractor of any of its responsibilities under this Contract, nor be the basis for additional charges to HCA.

5.5. HCA has no contractual obligations to any Subcontractor or Vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their Subcontractors.

6. SUBCONTRACT MONITORING

The Contractor shall obtain prior approval before entering into any Subcontracting

arrangement. In addition, the Contractor shall submit to the DBHR Program Manager identified on page one (1) of this Contract at least one of the following for review and approval purposes:

- 6.1. Copy of the proposed Subcontract to ensure it meets all HCA requirements; or
- 6.2. Copy of the Contractor's standard contract template to ensure it meets all requirements and approve only Subcontracts entered into using that template; or
- 6.3. Certify in writing that the Subcontractor meets all requirements under the Contract and that the Subcontract contains all required language under the Contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

7. SUB-RECIPIENTS

7.1. Compliance

If the Contractor is a Subrecipient (as defined in 45 CFR 75.2 and 2 CFR 200.93) of federal awards, then the Contractor, in accordance with 2 CFR 200.501 and 45 CFR 75.501, shall:

- 7.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 7.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, Regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 7.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 7.1.4. Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;
- 7.1.5. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or Regulation;
- 7.1.6. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or Regulation; and
- 7.1.7. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part

42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/statutes.htm for additional information and access to the aforementioned Federal laws and Regulations.)

7.2. Single Audit Compliance

If the Contractor is a sub-recipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- 7.2.1. Submit to HCA Contract Manager the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and
- 7.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."

8. OVERPAYMENTS

If it is determined by HCA, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Contract, HCA may require the Contractor to reimburse HCA in accordance with OMB Circular A-87.

9. BILLING AND PAYMENT

9.1. Invoice System

The Contractor must submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered will be payable upon receipt of properly completed invoices submitted to A-19dbhr@hca.wa.gov with the HCA Contract Manager included via cc.

- 9.1.1. Invoices must be submitted only once per month and must include both the HCA Contract number and Prevention System Naming Convention in the subject line of the email.
- 9.1.2. Submit invoices for costs due and payable under this Contract that were incurred prior to the expiration date within ninety (90) days of the date services were provided.
- 9.1.3. Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.

- 9.1.4. Contractor must submit properly itemized invoices to include the following information, as applicable:
 - 9.1.4.1. HCA Contract number K4221;
 - 9.1.4.2. Contractor name, address, phone number;
 - 9.1.4.3. Description of Services;
 - 9.1.4.4. Date(s) of delivery;
 - 9.1.4.5. Net invoice price for each item;
 - 9.1.4.6. Applicable taxes;
 - 9.1.4.7. Total invoice price; and
 - 9.1.4.8. Payment terms and any available prompt payment discount.
- 9.1.5. HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- 9.1.6. In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- 9.1.7. Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.
- 9.1.8. Final billing for services must be submitted within forty five (45) days of the end of each state fiscal year (June 30), or for SOR services within forty five (45) days of the end of each federal fiscal year (September 29).

9.2. Payment

Payment will be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

- 9.2.1. HCA will not be obligated to reimburse the Contractor for any services or activities, performed prior to having a fully executed copy of this Contract.
- 9.2.2. The Contractor assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other Contract or agreement with the Contractor.
- 9.2.3. If the Contractor claims and HCA reimburses for expenditures under this Contract which HCA later finds were one (1) claimed in error or two (2) not Allowable Costs under the terms of the Contract, HCA will recover those costs and the Contractor will fully cooperate with the recovery.

10. REMEDIAL ACTION

10.1. Causes

HCA may initiate remedial action if HCA determines any of the following situations exists:

- 10.1.1. A problem exists that negatively impacts individuals receiving services under this Contract;
- 10.1.2. The Contractor has failed to perform any of the requirements or services required under this Contract;
- 10.1.3. The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, Data, data corrections, accountings, claims, and/or documentation required under this Contracts;
- 10.1.4. The Contractor has failed to perform any administrative functions required under this Contract, where administrative function is defined as any obligation other than the actual provision of mental health services; or
- 10.1.5. The Contractor has failed to implement corrective action required by the state and within HCA prescribed timeframes.

10.2. Corrective Action Plans

HCA may require the Contractor to develop a corrective action plan, which must be submitted for approval to HCA within 15 calendar days of notification. Corrective action plans may require modification to any policies or procedures by the Contractor relating to fulfillment of its obligations pursuant to this Contract. HCA, at its sole discretion, may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

10.2.1. Corrective action plans must at a minimum include:

- 10.2.1.1. A brief description of the finding(s), including all relevant information specific to the issue(s); and
- 10.2.1.2. Specific actions taken and to be taken by the Contractor, including: a timetable; a description of the monitoring to be performed.

10.2.2. Corrective action plans are subject to approval by HCA. HCA may:

10.2.2.1. Accept the plan as submitted;

10.2.2.2. Accept the plan with specified modifications;

10.2.2.3. Request a modified plan; or

10.2.2.4. Reject the plan.

11. THIRD-PARTY BENEFICIARIES

Although HCA and Contractor mutually recognize that services under this Contract may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either HCA or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

12. DISPUTES

12.1. Requesting a dispute

12.1.1. Requests must be sent by certified mail or other method providing a signed receipt to the following address:

Office of Contracting and Procurement
Health Care Authority
PO Box 42702
Olympia, Washington 98504-2702

12.1.2. Requests must be received by the Office of Contracting and Procurement (OCP) no later than twenty-eight (28) calendar days after this Contract expiration or termination.

12.1.3. Requests must identify in writing the spokesperson for the Contractor, if other than the Contractor's signatory.

12.2. Content of the dispute request:

The party requesting a dispute resolution shall submit a statement that:

12.2.1. Identifies the issue(s) in dispute;

12.2.2. Identifies the relative positions of the parties; and

12.2.3. Requests resolution through the current HCA process.

12.3. Action on the request:

12.3.1. HCA shall notify the non-requesting party that the request has been made, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.

12.3.2. The Contractor shall provide pertinent information as requested by the person assigned to resolve the dispute.

Contractor and HCA agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute Insurance.

13. INSURANCE

The Contractor must at all times comply with the following insurance requirements:

13.1. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, HCA, and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of this Contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, HCA, it's elected and appointed officials, agents, and employees shall be named as additional insureds.

13.2. Business Auto Liability Insurance (BAL)

The Contractor shall maintain a Business Automobile Policy on all vehicles used in the performance of work under this Contract, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide HCA with a waiver of subrogation or name HCA as an Additional Insured.

13.3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

13.4. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and Regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and Regulations.

13.5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

13.6. Subcontractors

The Contractor shall ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.

13.7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

13.8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

13.9. Evidence of Coverage

The Contractor, upon request by HCA staff, submits a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify HCA as the Certificate Holder. A duly Authorized Representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the Contract.

The Contractor shall maintain copies of Certificates of Insurance for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract.

13.10. Material Changes

The insurer shall give HCA 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA 10 days advance written notice of cancellation.

13.11. General

By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

14. NOTICES

Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- 14.1. In the case of notice to the Contractor, notice shall be sent to the Contractor contact identified on page one (1) of this Contract;
- 14.2. In the case of notice to HCA, notice shall be sent to:

Office of Contracting and Procurement
Washington State Health Care Authority
P.O. Box 42702
Olympia, Washington 98504-2702
contracts@hca.wa.gov

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

15. TAXES, FEES, AND LICENSES

15.1. Taxes

Where required by State statute or Regulation, the Contractor shall pay for and maintain in current status and all taxes that are necessary for performance under this Contract. Unless otherwise indicated, HCA agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. The Contractor shall not charge federal excise taxes and the HCA agrees to furnish the Contractor with an exemption certificate where appropriate. The Contractor shall not include State of Washington Sales tax bid pricing submitted.

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to the Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to DOR

if the activity carried on by the seller in the State of Washington is significantly associated with the Contractor's ability to establish or maintain a market for its products in Washington State.

Examples of such activity include where the Contractor either directly or by an agent or representative:

- 15.1.1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- 15.1.2. Maintains an in-state inventory or stock of goods for sale;
- 15.1.3. Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- 15.1.4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- 15.1.5. Other factors identified in Chapter 458-20 WAC.

15.2. Fees and Licenses

Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent Regulations for said fees, assessments or charges and to immediately comply with said changes or Regulations during the entire term of this Contract.

16. ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any Data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, Regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those model.

17. ADVANCE PAYMENT

HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

18. AMENDMENT

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

19. ANTITRUST ASSIGNMENT

The Contractor hereby assigns to the State of Washington any and all of its claims for price

fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services obtained under this Contract.

20. ASSIGNMENT

Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Section 19, *Assignment*, of the Contract will be null and void. HCA may assign this Contract to any Public Agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

21. ASSURANCES

HCA and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules, and Regulations.

22. ATTORNEYS FEES

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

23. BILLING LIMITATIONS

HCA shall pay the Contractor only for authorized services provided in accordance with this Contract.

HCA shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed. HCA within the special terms and conditions of this Contract may reduce length of time following the provision of services in which the Contractor may submit claims for payment.

The Contractor shall not bill and HCA shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

24. CHANGE IN STATUS

In the event of substantive change in the legal status, organization structure, or fiscal reporting responsibility of the Contractor, the Contractor agrees to notify the OCP of the

change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

25. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and Regulations, including but not limited to, nondiscrimination laws and Regulations.

26. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, HCA may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this Contract.

In the event this Contract is terminated as provided above, HCA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of HCA provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this Section shall be an issue and may be reviewed as provided in the "Disputes" Section of this Contract.

27. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

28. CONTRACTOR CERTIFICATION REGARDING ETHICS

The Contractor certifies that the Contractor is now, and shall remain, in compliance under Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

29. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

30. DEBARMENT CERTIFICATIONS

The Contractor, by signature to this Contract, certifies that the Contractor is not presently

debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the HCA Contract Manager designated on the cover page of this Contract if, during the term of this Contract, the Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

31. FORCE MAJEURE

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, terrorist acts, civil disturbance, court order, or any other cause beyond its control, such nonperformance shall not be grounds for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.

32. FRAUD AND ABUSE REQUIREMENTS

The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or Subcontractors, within five (5) Business Days, to the HCA Contract Manager designated on page one of this Contract. The report shall include the following information:

- 32.1. Subject(s) of complaint by name and either provider/Subcontractor type or employee position;
- 32.2. Source of complaint by name and provider/Subcontractor type or employee position;
- 32.3. Nature of complaint;
- 32.4. Estimate of the amount of funds involved; and
- 32.5. Legal and administrative disposition of case.

33. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

34. HEALTH AND SAFETY

Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact.

35. HOLD HARMLESS AND INDEMNIFICATION

- 35.1. The Contractor shall be responsible for and shall indemnify, defend, and hold HCA harmless from all claims, loss, liability, damages, or fines arising out of or relating to:

- 35.1.1. The Contractor's or any Subcontractor's performance or failure to perform this Contract, or
- 35.1.2. The acts or omissions of the Contractor or any Subcontractor.
- 35.2. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- 35.3. Nothing in this Section shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

36. INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of HCA by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

All payments accrued on account of payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

37. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by HCA under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

38. INSPECTION

The Contractor shall, at no cost, provide HCA and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and HCA client records, wherever located. These inspection rights are intended to allow HCA and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, Regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

39. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall

have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any Section or condition of this Contract is not effective or binding unless made in writing and signed by the Agent or Agent's delegate.

40. MAINTENANCE OF RECORDS

The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

41. NOTICE OF OVERPAYMENT

If the Contractor receives a Vendor Overpayment notice or a letter communicating the existence of an Overpayment from the Washington State Health Care Authority, Office of Financial Recovery (OFR), the Contractor may protest the Overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- 41.1. Be received by the OFR at Post Office Box 79501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- 41.2. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- 41.3. Include a statement as to why the Contractor thinks the notice is incorrect; and
- 41.4. Include a copy of the Overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Washington State Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the Overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a Vendor Overpayment notice or other Overpayment letter will result in an Overpayment debt against the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of this Overpayment. HCA may collect an Overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to HCA to satisfy the

Overpayment debt.

42. OWNERSHIP OF MATERIAL

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by HCA. HCA shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to HCA effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, Data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

The Contractor shall exert all reasonable effort to advise HCA, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. HCA shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any Data delivered under this Contract. HCA shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

43. PUBLICITY

The Contractor agrees to submit to HCA all advertising and publicity matters relating to this Contract wherein HCA's name is mentioned or language used from which the connection of HCA's name may, in HCA's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of HCA.

The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

44. REGISTRATION WITH THE STATE OF WASHINGTON

The Contractor shall be responsible for registering with Washington State agencies, including but not limited to, the Washington State Department of Revenue, the Washington Secretary of State's Corporations Division, and the Washington State Office of Financial Management, Division of Information Services' Statewide Vendors program.

45. SAVINGS

In the event funding from State, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its completion or termination, HCA may terminate this Contract under the "Termination Due to Change in Funding" Section, without the ten (10) day notice requirement, subject to renegotiation at HCA's discretion under those new funding limitations and conditions.

46. SEVERABILITY

If any term or condition of this Contract is held invalid by any court, the remainder of this Contract remains valid and in full force and effect.

47. SITE SECURITY

While on HCA's premises, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or Regulations. Failure to comply with these Regulations and/or policies may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access for the Contractor's agents, employees, and/or Subcontractors for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, the Contractor agrees to promptly notify OCP.

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or Regulations. Failure to comply with these Regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

48. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of this particular Contract shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

49. SYSTEM SECURITY

Unless otherwise provided, the Contractor agrees not to attach any Contractor-supplied

computers, peripherals or software to HCA Network without prior written authorization from Authority's Security Administrator. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by HCA's Security Administrator prior to being connected to any Authority network connection and that it must have up-to-date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to Authority networks and systems is a violation of Authority Policy 06-03 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of this Contract and other penalties.

50. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Agent, or designee, may, by giving ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part when it is in the best interest of HCA. If this Contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

51. TERMINATION FOR DEFAULT

In the event HCA determines the Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) Business Days, this Contract may be terminated. HCA reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by HCA to terminate this Contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor:

51.1. Was not in default, or

51.2. Failure to perform was outside of his or her control, fault or negligence.

52. TERMINATION DUE TO CHANGE IN FUNDING

If the funds HCA relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, HCA may immediately terminate or unilaterally amend this Contract by providing written notice to the Contractor.

The termination shall be effective on the date specified in the termination notice.

53. TERMINATION OR EXPIRATION PROCEDURES

The following terms and conditions apply upon Contract termination or expiration:

- 53.1. HCA, in addition to any other rights provided in this Contract, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 53.2. HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCA's program staff and the amount agreed upon by the Contractor and HCA for:
 - 53.2.1. Completed work and services for which no separate price is stated;
 - 53.2.2. Partially completed work and services;
 - 53.2.3. Other property or services which are accepted by HCA's program staff; and
 - 53.2.4. The protection and preservation of property unless the termination is for default, in which case the Agent or designee shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" Section of the Contract. HCA may withhold from any amounts due the Contractor such sum as the Agent or designee determines to be necessary to protect the Authority against potential loss or liability.
- 53.3. The rights and remedies of HCA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 53.4. After receipt of notice of termination, and except as otherwise directed by the Agent or designee, the Contractor shall:
 - 53.4.1. Stop work under this Contract on the date, and to the extent specified in the notice;
 - 53.4.2. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
 - 53.4.3. Assign to HCA, in the manner, at the times, and to the extent directed by the Agent or designee, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
 - 53.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the Agent or

designee to the extent the Agent or designee may require, which approval or ratification shall be final for all the purposes of this Section;

- 53.4.5. Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the Agent or designee any property which, if this Contract has been completed, would have been required to be furnished to HCA;
- 53.4.6. Complete performance of such part of the work as shall not have been terminated by the Agent or designee; and
- 53.4.7. Take such action as may be necessary, or as the Agent or designee may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which HCA has or may acquire an interest.

54. TREATMENT OF PROPERTY

All property purchased or furnished by HCA for use by the Contractor during this Contract term shall remain with HCA. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by HCA under this Contract shall pass to and vest in HCA. The Contractor shall protect, maintain, and insure all HCA property in its possession against loss or damage and shall return HCA property to HCA upon Contract termination or expiration.

55. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (Mandatory Individual Arbitration)

Contractor represents and warrants, as previously certified in Contractor’s bid submission, that Contractor does not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

56. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of HCA.

Exhibit A

Mental Health Promotion Projects and Suicide Prevention Projects (MHPP) Program

1. PURPOSE

The purpose of this Contract is to provide Community-based mental health promotion and suicide prevention services in high-need communities.

2. PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 2.1 Knowledge of applicable state and federal laws and Regulations pertaining to subject of Contract;
- 2.2 Use of professional judgment;
- 2.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 2.4 Adhere to HCA direction regarding the delivery of services;
- 2.5 Timely, accurate, and informed communications;
- 2.6 Regular completion and updating of Action Plans, reporting, documentation, and communications; and
- 2.7 Provision of high quality programs and services to high-need communities.

Prior to payment of invoices HCA will review and evaluate the performance of Contractor in accordance with the Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3. CONSIDERATION

- 3.1 Any MHPP funds obligated under this Contract which are not expended by 6/30/2020 in Year 1 and 6/30/2021 in Year 2, may not be used or carried forward to any other Contract, and lapse as of 6/30/2020 for Year 1 and 6/30/2021 for Year 2.
- 3.2 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A: Statement of Work is \$40,000, and includes any allowable expenses.
- 3.3 Schedule for Allocations is as follows:
 - 3.3.1 \$20,000 - Contract start date to June 30, 2020; and
 - 3.3.2 \$20,000 - July 1, 2020 to June 30, 2021.

- 3.3.2.1 Funding for the second year, July 1, 2020 to June 30, 2021, is contingent on satisfactory completion of all Contract requirements and continued state funding.
 - 3.3.2.2 Grantees are required to submit an updated Action Plan and Budget to HCA by April 1, 2020 in order to receive funding for the second year.
- 3.4 Contractor must manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract, utilizing only the funding assigned within each respective fiscal year.
- 3.5 HCA reserves the right to reduce the Prevention funds awarded in the Contract if the Contractor does not implement services within thirty (30) days of the services start date in the approved Action Plan.
- 3.6 HCA reserves the right to reduce the Prevention funds awarded in the Contract if the Contractor expenditures are below sixty percent (60%) of expected levels during the fiscal quarter. Expenditures will be reviewed quarterly.

4. PROGRAM REQUIREMENTS

Contractor must implement the approved programs and strategies from HCA RFA #3882 and approved by HCA as outlined below:

- 4.1 The programs approved under this Contract are as follows:
 - 4.1.1 Positive Action.
- 4.2 Program implementation must be in alignment with the approved Action Plan and Budget submitted by the Contractor in response to HCA RFA #3882. This includes the approved program(s), dates and timelines, scope, dosage, Target Audience(s), leadership, and responsible parties.
- 4.3 If requested by HCA, submit revised Action Plan and/or Budget to accommodate federal or state funding requirements within fifteen (15) days of executed contract.
- 4.4 Funds must only be used to support program costs for approved Action Plan according to the approved program(s) above. This includes staff for program planning, training, implementation, service Data entry, and evaluation.
- 4.5 Programs must be implemented for the Target Audience for which they were designed, in an ongoing cycle, and within the communities designated in the HCA approved Action Plan.

- 4.6 A minimum of one (1) Youth Mental Health First Aid (YMHFA) training will be provided and must include the following:
- 4.6.1 Must be delivered by certified YMHFA instructors;
 - 4.6.2 Must take place in the Community identified in the application;
 - 4.6.3 Must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health,
<http://www.thenationalcouncil.org/about/mental-health-first-aid>;
 - 4.6.4 Up to \$5,000 from this award can be used to support implementation of the required YMHFA training. Eligible expenses include trainer fees, materials, facility rental and all other expenses associated with the training.

These funds may be used to train individuals to participate in Youth Mental Health First Aid Training of Trainers.
 - 4.6.5 The YMHFA training must be delivered in one of the following formats:
 - 4.6.5.1 One (1) session with eight (8) hours of instruction; or
 - 4.6.5.2 Two (2) sessions with a total of eight (8) hours of instruction;
 - 4.6.6 Contractor must implement, with fidelity, the required Youth Mental Health First Aid Training no later than June 30, 2020.
 - 4.6.7 If Contractor has previously held a contract with HCA for MHPP/Suicide Prevention CBO services and has fully saturated their Community with this training, they may submit a request for an exception to this requirement. This must be approved by the HCA Contract Manager.
- 4.7 Contractor will conduct and provide documentation to the HCA Contract Manager at least three (3) Community Awareness raising activities focusing on mental health promotion or suicide prevention, or both, during the period of the Contract. The Contractor shall implement all three (3) of the required Community Awareness activities no later than June 30, 2020 for Year 1 and June 30, 2021 for Year 2.
- 4.8 Enter approved implementation Action Plan into the Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System (Minerva) within 15 days of notification from HCA of approval of final Action Plan.
<https://www.theathenaforum.org/minerva>
- 4.9 Complete monthly program services or strategy services reporting by the 15th of the month following the month of services, including the required pre/post-test Data.

- 4.10 Ensure all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website.
<http://www.theathenaforum.org/sites/default/files/CSAP%20Principles%20of%20Substance%20Abuse%20Prevention.pdf>
- 4.11 Budget adjustments that deviate a total of ten percent (10%) or more from the approved budget must be submitted for approval to the HCA Contract Manager or designee at least fifteen (15) Business Days prior to expending adjusted funds.
- 4.12 Ensure only program facilitators which are formally trained or certified as trainers are used for the program(s) selected, if indicated as necessary by the program.
- 4.13 Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing, via email, to the HCA Contract Manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.
- 4.14 Community-based mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring. http://www.mentoring.org/new-site/wp-content/uploads/2016/01/Final_Elements_Publication_Fourth.pdf.
- 4.15 Participate in bi-monthly HCA scheduled learning Community meetings, the November 2020 All Provider Meeting, and other HCA required trainings from HCA. <https://www.theathenaforum.org/event-calendar/month>.
- 4.16 Participate in monthly check-in phone calls with HCA Contract Manager or designee.
- 4.17 Contractor contact on page one (1) of this Contract and primarily fiscal staff or their designee(s) will attend annual contractor training that will be scheduled for four (4) hours in duration, or as determined by HCA staff. Registration link can be found at <https://www.theathenaforum.org/event-calendar/month/2020-01>.
- 4.18 Contractor contact, or program staff, will attend the Minerva training that will be scheduled for four (4) hours in duration, or as determined by HCA Staff. Registration link can be found at <https://www.theathenaforum.org/event-calendar/month/2020-01>.
- 4.19 Contractors will be required to participate in statewide evaluation reporting activities.

5. PREVENTION TRAINING

5.1 Training

- 5.1.1 The Contractor must ensure any requests for training that are not in the Action Plan are requested in writing and sent directly to the HCA Contract Manager or

designee a minimum of ten (10) working days before the date of the proposed training expenses are to occur.

- 5.1.2 Training paid for by HCA must be approved by the HCA Contract Manager or designee prior to the training date and meet the goals and objectives which correlate with the approved programs in Minerva.
- 5.1.3 The Contractor will ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- 5.1.4 The Contractor will bill for training events on an A-19 per billing code (BARS) 22.7.1 or 22.7.2 and record training events in the Minerva in accordance with the monthly reporting requirements described in the Prevention Reporting Schedule included in Section 6.2.1.

5.2 Media Materials

Media Materials and Publications developed with HCA funds must be submitted to the HCA Contract Manager or designee for approval prior to publication. The HCA Contract Manager will respond within five (5) Business Days.

HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about HCA funding. The funding source must be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.

5.2.1 Exceptions

The Contractor does not need to submit the following items to HCA Contract Manager or designee:

- 5.2.2 Newsletters and fact sheets;
- 5.2.3 News coverage resulting from interviews with reporters, including online news coverage;
- 5.2.4 Newspaper editorials or letters to the editor;
- 5.2.5 Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat, and any other social media sites;
- 5.2.6 When a statewide media message developed by HCA is localized; and
- 5.2.7 When the current SAMHSA-sponsored media campaign is localized. As of October 2014, this is the "Talk. They Hear You." campaign. <http://beta.samhsa.gov/underage-drinking>.

6. DATA REPORTING REQUIREMENTS

The Contractor will implement and monitor prevention programs and reporting to assure compliance with these guidelines.

6.1 Basic Reporting Requirements

- 6.1.1 The Contractor will report on all requirements as identified in the Minerva system. HCA reserves the right to add reporting requirements based on requirements of funding.
- 6.1.2 The Contractor must ensure that monthly prevention activities are reported in the Minerva system in accordance with the requirements and timelines set forth in the Prevention Reporting Schedule included in Section 6.2.1.
- 6.1.3 Ensure accurate and unduplicated reporting.
- 6.1.4 Ensure proper training of staff and designated staff for back-up Minerva Data entry to meet report due dates.
- 6.1.5 Ensure all required demographic information is provided for individual participant, population reach, aggregate, environmental, and mentoring or 1-to-1 services in Minerva.
- 6.1.6 In the event the Contractor or a Subcontractor fails to maintain its reporting obligations under this Contract, HCA reserves the right to withhold reimbursements to the Contractor until the obligations are met.

6.2 Timely Reporting Requirements

- 6.2.1 The Contractor must complete Prevention Reports according to the following Prevention Reporting Schedule:

Prevention Reporting Schedule			
Reporting Period	Report	Report Due Dates	Reporting System
One-time	Enter programs listed on approved Action Plan by HCA into the Minerva.	Within 15 days of approved Action Plan.	Minerva
Monthly	Prevention Activity Data input for all active services including services, participant information, training, pre-tests, post-tests, and assessments.	15th of each month for activities from the previous month.	Minerva
As Requested	GPRA Measures.	As Requested.	Minerva

6.3 Reporting Requirement Time Extensions

- 6.3.1 The maximum extension request permitted is ten (10) working days.
- 6.3.2 Monthly invoices submitted with active Data entry extensions will be denied and must be re-submitted by Contractor once Data for the month(s) in question is complete.
- 6.3.3 If the requested extensions exceed the limits outlined below the Contractor must submit a Corrective Action Plan to the HCA Contract Manager:
 - 6.3.3.1 Three (3) or more consecutive months in which Data entry was completed late, with or without a request for extension; or
 - 6.3.3.2 If Data entry is completed late, with or without a request for extension, for four (4) months or more within a six (6) month period.
- 6.3.4 Extensions granted due to Minerva technical issues will be excluded from this count.
- 6.3.5 Any requests for extensions to reporting deadlines or exceptions to reporting must be requested in writing and sent via email directly to the HCA Contract Manager or designee at least two (2) Business Days prior to the reporting deadline in question. The maximum extension permitted is ten (10) Business Days.

6.4 Evaluation Reporting Requirements

- 6.4.1 The Contractor will report on all required evaluation tools (i.e., pre/post-tests) identified in Minerva that measure primary program objective.

Special situations and exceptions regarding evaluation tools identified in the Minerva include, but are not limited to, the following:

 - 6.4.1.1 The Contractor may negotiate with the CM or designee to reduce multiple administrations of surveys to individual participants.
 - 6.4.1.2 Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.
- 6.4.2 The Contractor will ensure program results show positive outcomes for at least half of the participants in each program group as determined by Activity Log with individual participant sessions.
 - 6.4.2.1 "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.

- 6.4.2.2 Positive outcomes will be determined using the pre-test and post-test Data reported in Minerva.
 - 6.4.2.3 Evaluation of Minerva Data will occur on the 15th of the month following the final date of service for each group.
- 6.5 Evaluation Protocols
- HCA will use the following protocol for evaluation:
- 6.6 Matched pre-test and post-test pairs will be used in the analysis.
 - 6.7 To allow for normal attendance drop-off, a twenty percent (20%) leeway will be given for missing post- tests.
 - 6.8 If there are missing post-tests for entered pre-tests in excess of twenty percent (20%) of pre-tests, missing post-test will be counted as a negative outcome.
 - 6.9 Example: If there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
 - 6.10 Different groups, as determined by Activity Logs, receiving the same program will be clustered by school district.
 - 6.10.1 In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - 6.10.2 The results of one (1) provider in a given school district will not impact another provider in the same district.
 - 6.10.2.1 In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.
 - 6.10.2.2 Results for groups, as determined by Activity Logs, with services that span two (2) contracting periods will be analyzed within the contracting period that the post-test was administered.
 - 6.10.3 If fewer than half of the participants in a group, as determined by Activity Log, within a given school district, report positive change in the intended outcome:
 - 6.10.3.1 The Contractor will submit a Performance Improvement Plan (PIP) for the non-compliant program to the CM or designee or designee within forty-five (45) days of notice by HCA.
 - 6.10.3.2 Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the CM or designee or their designee.

- 6.10.3.3 If a second group, as determined by Activity Log, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
- i. In cases where there is no active non-compliant program, the Contractor will discontinue implementation of that program within the specified geography.
 - ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Activity Logs, will be allowed to complete the expected number of sessions. No new groups, as determined by Activity Logs, will be started.
 - iii. Following all groups, as determined by Activity Logs, completing the program, results will be reviewed for those groups.
 - iv. If the results do not show positive change for each groups, as determined by Activity Logs, the Contractor will take the following action:
 - In cases where the program is being delivered by a single provider in the specified geography, the Contractor will discontinue implementation of that program in the specified geography.
 - In cases where the program is being delivered by multiple providers in the specified geography, the Contractor will discontinue implementation of that program by the underperforming provider in the specified geography.

7. SERVICE REQUIREMENTS

7.1 Background Checks. (RCW 43.43, WAC 388-877 & 388-877B).

The Contractor will:

- 7.1.1 Ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- 7.1.2 Ensure that when providing services to Youth, the requirements of WAC 388-06-0170 are met for background checks.

7.2 Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor will:

- 7.2.1 Ensure all services and activities provided by the Contractor or Subcontractor under this Contract will be designed and delivered in a manner sensitive to the needs of all diverse populations.

7.2.2 Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.

7.2.3 Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor will require its Subcontractors to adhere to these requirements.

7.3 Continuing Education

The Contractor will:

7.3.1 Ensure that continuing education is provided for employees of any entity providing prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).

7.4 Single Source Funding

The Contractor will:

7.4.1 Ensure all Subcontractors that Single Source Funding means that a Subcontractor can use only one source of funds at any given time.

7.4.2 Ensure each cost reimbursement prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source.

7.5 Program Closing Process

If Contractor is unable to meet the requirements under this Contract for any reason the following must be provided to HCA no less than 120 day prior to ceasing contracted work:

7.5.1 Written notification from a Contractor fiscal agent notifying HCA of Contractor's inability to meet Contract requirements and the date work is expected to cease;

7.5.2 A comprehensive close-out plan in writing must include, but is not limited to the following action items:

7.5.2.1 Process for returning to HCA any equipment or curriculum purchased using the grant funding provided through this Contract; and

7.5.2.2 Process to ensure all invoices are reconciled and submitted within 60 days of proposed Contract end date.

7.6 Subrecipients

In addition to the requirements outlined in Section 4.38, Subrecipient, if the Contractor is a sub-recipient of federal awards as defined by 2 CFR Part 20, the Contractor must also ensure the following requirements are met:

- 7.6.1 Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;
- 7.6.2 Submit to the HCA Contract Manager, listed on the first page of this Contract, the Data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- 7.6.3 Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

7.7 Subcontracts

The Contractor will obtain prior approval before entering into any Subcontracting arrangement. In addition, the Contractor will submit the proposed Subcontract to ensure it meets all HCA requirements to the HCA Contract Manager or designee for review and approval purposes at least ten (10) Business Days prior to the start date of the Subcontract in question.

HCA reserves the right to inspect any Subcontract document.

7.7.1 Subcontract Language

The Contractor must include in its Subcontract language all requirements and conditions within this Contract that the Contractor is required to meet when providing services to participants, patients, clients, or persons seeking assistance, which include but are not limited to:

- 7.7.1.1 Identification of funding sources;
- 7.7.1.2 DUNS number and Zip code +4 of Subcontractor;
- 7.7.1.3 How eligibility will be determined;
- 7.7.1.4 Subcontracts will be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements;

- 7.7.1.5 Termination of a Subcontract will not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County;
- 7.7.1.6 What actions the Contractor will take in the event of a termination of a Subcontractor to ensure all prevention Data on services provided have been entered into the Minerva;
- 7.7.1.7 How service applications and recipients will be informed of their right to a grievance in the case of:
 - i. Denial or termination of service; or
 - ii. Failure to act upon a request for services with reasonable promptness;
- 7.7.1.8 The Contractor will ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.
- 7.7.1.9 Audit requirements - OMB 2 CFR, Part 200, Subpart F (A-133) audit requirements if applicable to the Subcontractor;
- 7.7.1.10 Subcontractor Audit
 - iii. If a Contractor Subcontractor is subject to 2 CFR, Part 200, Subpart F, the Contractor will require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per 2 CFR, Part 200, Subpart F requirements.
 - iv. If a Contractor Subcontractor is not subject to 2 CFR, Part 200, Subpart F, the Contractor will perform sub-recipient monitoring in compliance with federal requirements.
 - v. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.
- 7.7.1.11 Authorizing facility inspection;
- 7.7.1.12 Background Checks;
- 7.7.1.13 Conflict of interest;
- 7.7.1.14 Debarment and suspension certification;
- 7.7.1.15 HIPAA Business Associate Agreement and Compliance adherence as outlined in the Contract;
- 7.7.1.16 Indemnification;
- 7.7.1.17 Nondiscrimination in employment;

- 7.7.1.18 Nondiscrimination in prevention activities;
- 7.7.1.19 Performance Based Contracts;
- 7.7.1.20 Providing Data;
- 7.7.1.21 Records and reports;
- 7.7.1.22 Requirements outlined in the Data Sharing provisions in the Contract;
- 7.7.1.23 Services provided in accordance with all applicable laws, rules, and Regulations;
- 7.7.1.24 Minerva Data input and reconciliation;
- 7.7.1.25 Treatment of assets;
- 7.7.1.26 Unallowable use of federal funds;

7.8 Subcontractor Monitoring

The Contractor will submit Subcontract monitoring protocol to HCA Contract Manager or designee no less than fifteen (15) Business Days prior to entering into first Subcontract during contract period for review and HCA approval.

7.9 On-Site Monitoring of Subcontractors

The Contractor will:

- 7.9.1 Conduct a Subcontractor review which will include at least one (1) on-site visit, annually, to each Subcontractor site providing services to monitor fiscal and programmatic compliance with Subcontract performance criteria for the purpose of documenting that the Subcontractors are fulfilling the requirements of the Subcontract.
- 7.9.2 Submit written documentation of each on-site visit to CM or designee. A copy of the full report will be kept on file by the Contractor.

7.10 Subcontractor Minerva Monitoring

The Contractor will:

- 7.10.1 Ensure that Subcontractors have entered services funded under this Contract into Minerva.
- 7.10.2 Ensure accurate and unduplicated reporting. Contractor may not require Subcontractor to enter duplicate prevention service Data that is entered into Minerva into an additional system.
- 7.10.3 Ensure proper training of staff and designated back-up staff for Minerva Data entry to meet report due dates.

7.11 Additional Subcontractor Monitoring Activities

The Contractor will maintain records of additional monitoring activities in the Contractor's Subcontractor file and make them available to HCA upon request including any audit and any independent documentation.

7.12 Subcontractor Termination Requirements

When terminating a Subcontract, the Contractor will withhold the final payment of any Subcontract until all required Minerva reporting is complete. This also applies to all Subcontractor closures.

8. REIMBURSABLE COSTS

The Contractor will ensure all expenditures for services and activities under this Contract are submitted on the A-19 invoice appropriate for Minerva entry.

8.1 The Contractor will use no more than eight percent (8%) of the grant for administrative costs.

8.1.1 Administrative costs will be billed separately from direct prevention services as indicated on the A-19 invoice.

8.1.2 Administrative costs are defined in the Fiscal/Program Requirements.
<https://www.hca.wa.gov/assets/program/fiscal-program-requirements-sud.pdf>.

8.1.3 Honorariums for guests and participants are not allowed.

8.2 Food Costs

Food costs are generally unallowable during program implementation except within the following parameters:

8.2.1 Light refreshment costs for training events and prevention services lasting longer than two (2) hours in duration are allowable. Ensure that light refreshment costs do not exceed \$3.00 per person.

8.2.2 Meals may be provided for participants using DMA funds only if:

8.2.2.1 The training is four (4) or more hours in duration; or

8.2.2.2 The program is a recurring, direct service family domain program, lasting more than two (2) hours in duration, and must be included in the approved Action Plan and Budget.

8.2.3 No more than a total of \$1,000 of funds contracted for prevention services by HCA may be spent on food or light refreshments per Community per year as designated in application and approved Action Plan.

8.2.3.1 Contractor shall adhere to current state per-diem rates for meals found online at www.ofm.wa.gov/policy/10.90.htm.

8.2.3.2

Exhibit B

Dedicated Marijuana Account (DMA) Program

1. PURPOSE

The purpose of this Contract is to provide Community-based prevention services to prevent Youth substance misuse in high-need communities.

2. PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 2.1 Knowledge of applicable state and federal laws and Regulations pertaining to subject of Contract;
- 2.2 Use of professional judgment;
- 2.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 2.4 Adhere to HCA direction regarding the delivery of services;
- 2.5 Timely, accurate, and informed communications;
- 2.6 Regular completion and updating of Action Plans, reporting, documentation, and communications; and
- 2.7 Provision of high quality programs and services to high-need communities.

Prior to payment of invoices HCA will review and evaluate the performance of Contractor in accordance with the Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3. CONSIDERATION

- 3.1 Any DMA funds obligated under this Contract which are not expended by 6/30/2020 in Year 1 and 6/30/2021 in Year 2, may not be used or carried forward to any other Contract, and lapse as of 6/30/2020 for Year 1 and 6/30/2021 for Year 2.
- 3.2 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit B: Statement of Work is \$40,000, and includes any allowable expenses.
- 3.3 Schedule for Allocations is as follows:
 - 3.3.1 \$20,000 - Contract start date to June 30, 2020; and
 - 3.3.2 \$20,000 - July 1, 2020 to June 30, 2021.

- 3.3.2.1 Funding for the second year, July 1, 2020 to June 30, 2021, is contingent on satisfactory completion of all Contract requirements and continued state funding.
 - 3.3.2.2 Grantees are required to submit an updated Action Plan and Budget to HCA by April 1, 2020 in order to receive funding for the second year.
- 3.4 Contractor must manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract, utilizing only the funding assigned within each respective fiscal year.
- 3.5 HCA reserves the right to reduce the Prevention funds awarded in the Contract if the Contractor does not implement services within 30 days of the services start date in the approved Action Plan.
- 3.6 HCA reserves the right to reduce the Prevention funds awarded in the Contract if the Contractor expenditures are below 60% of expected levels during the fiscal quarter. Expenditures will be reviewed quarterly.

4. PROGRAM REQUIREMENTS

Contractor must implement the approved programs and strategies from HCA RFA #3882 and approved by HCA as outlined below:

- 4.1 The programs approved under this Contract are as follows:
 - 4.1.1 Positive Action
- 4.2 Program implementation must be in alignment with the approved Action Plan and Budget submitted by the Contractor in response to HCA RFA #3882. This includes the approved program(s), dates and timelines, scope, dosage, Target Audience(s), leadership, and responsible parties.
- 4.3 If requested by HCA, submit revised Action Plan and/or Budget to accommodate federal or state funding requirements within 15 days of executed contract.
- 4.4 Any and all HCA approved changes to the original application or Action Plan must adhere with RCW 69.50.540, to ensure at least eighty-five percent (85%) of the funds are directed to evidence-based (EBP) or research-based programs (RBP), and up to fifteen percent (15%) of the funds may be directed to promising practices (PP) as outlined by HCA in the RFA #3882.
- 4.5 Funds must only be used to support program costs for approved Action Plan according to the approved program(s) above. This includes staff for program planning, training, implementation, service Data entry, and evaluation.

- 4.6 Programs must be implemented for the Target Audience for which they were designed, in an ongoing cycle, and within the communities designated in the HCA approved Action Plan.
- 4.7 Enter approved implementation Action Plan into the Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System (Minerva) within 15 days of notification from HCA of approval of final Action Plan.
<https://www.theathenaforum.org/minerva>
- 4.8 Complete monthly program services or strategy services reporting by the 15th of the month following the month of services, including the required pre/post-test Data.
- 4.9 Ensure all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website.
<http://www.theathenaforum.org/sites/default/files/CSAP%20Principles%20of%20Substance%20Abuse%20Prevention.pdf>
- 4.10 Budget adjustments that deviate a total of ten percent (10%) or more from the approved budget must be submitted for approval to the HCA Contract Manager or designee at least fifteen (15) Business Days prior to expending adjusted funds.
- 4.11 Ensure only program facilitators which are formally trained or certified as trainers are used for the program(s) selected, if indicated as necessary by the program.
- 4.12 Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing, via email, to the HCA Contract Manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.
- 4.13 Community-based mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring. http://www.mentoring.org/new-site/wp-content/uploads/2016/01/Final_Elements_Publication_Fourth.pdf.
- 4.14 Participate in bi-monthly HCA scheduled learning Community meetings, the November 2020 All Provider Meeting, and other HCA required trainings from HCA.
<https://www.theathenaforum.org/event-calendar/month>.
- 4.15 Participate in monthly check-in phone calls with HCA Contract Manager or designee.
- 4.16 Contractor contact on page one (1) of this Contract and primarily fiscal staff or their designee(s) will attend annual Contractor training that will be scheduled for four (4)

hours in duration, or as determined by HCA staff. Registration link can be found at <https://www.theathenaforum.org/event-calendar/month/2020-01>.

- 4.17 Contractor contact, or program staff, will attend the Minerva training that will be scheduled for four (4) hours in duration, or as determined by HCA Staff. Registration link can be found at <https://www.theathenaforum.org/event-calendar/month/2020-01>.

5. PREVENTION TRAINING

5.1 Training

- 5.1.1 The Contractor must ensure any requests for training that are not in the Action Plan are requested in writing and sent directly to the HCA Contract Manager or designee a minimum of ten (10) working days before the date of the proposed training expenses are to occur.
- 5.1.2 Training paid for by HCA must be approved by the HCA Contract Manager or designee prior to the training date and meet the goals and objectives which correlate with the approved programs in Minerva.
- 5.1.3 The Contractor will ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- 5.1.4 The Contractor will bill for training events on an A-19 per billing code (BARS) 22.7.1 or 22.7.2 and record training events in the Minerva in accordance with the monthly reporting requirements described in the Prevention Reporting Schedule included in Section 6.2.1.

5.2 Media Materials

Media Materials and Publications developed with HCA funds must be submitted to the HCA Contract Manager or designee for approval prior to publication. The HCA Contract Manager will respond within five (5) Business Days.

HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about HCA funding. The funding source must be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.

5.2.1 Exceptions

The Contractor does not need to submit the following items to HCA Contract Manager or designee:

- 5.2.2 Newsletters and fact sheets;

- 5.2.3 News coverage resulting from interviews with reporters, including online news coverage;
- 5.2.4 Newspaper editorials or letters to the editor;
- 5.2.5 Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat, and any other social media sites;
- 5.2.6 When a statewide media message developed by HCA is localized; and
- 5.2.7 When the current SAMHSA-sponsored media campaign is localized. As of October 2014, this is the "Talk. They Hear You." campaign.
<http://beta.samhsa.gov/underage-drinking>.

6. DATA REPORTING REQUIREMENTS

The Contractor will implement and monitor prevention programs and reporting to assure compliance with these guidelines.

6.1 Basic Reporting Requirements

- 6.1.1 The Contractor will report on all requirements as identified in the Minerva system. HCA reserves the right to add reporting requirements based on requirements of funding.
- 6.1.2 The Contractor must ensure that monthly prevention activities are reported in the Minerva system in accordance with the requirements and timelines set forth in the Prevention Reporting Schedule included in Section 6.2.1.
- 6.1.3 Ensure accurate and unduplicated reporting.
- 6.1.4 Ensure proper training of staff and designated staff for back-up Minerva Data entry to meet report due dates.
- 6.1.5 Ensure all required demographic information is provided for individual participant, population reach, aggregate, environmental, and mentoring or 1-to-1 services in Minerva.
- 6.1.6 In the event the Contractor or a Subcontractor fails to maintain its reporting obligations under this Contract, HCA reserves the right to withhold reimbursements to the Contractor until the obligations are met.

6.2 Timely Reporting Requirements

- 6.2.1 The Contractor must complete Prevention Reports according to the following Prevention Reporting Schedule:

Prevention Reporting Schedule			
Reporting Period	Report	Report Due Dates	Reporting System
One-time	Enter programs listed on approved Action Plan by HCA into the Minerva.	Within 15 days of approved Action Plan.	Minerva
Monthly	Prevention Activity Data input for all active services including services, participant information, training, pre-tests, post-tests, and assessments.	15th of each month for activities from the previous month.	Minerva
As Requested	GPRAs Measures.	As Requested.	Minerva

6.3 Reporting Requirement Time Extensions

- 6.3.1 The maximum extension request permitted is ten (10) working days.
- 6.3.2 Monthly invoices submitted with active Data entry extensions will be denied and must be re-submitted by Contractor once Data for the month(s) in question is complete.
- 6.3.3 If the requested extensions exceed the limits outlined below the Contractor must submit a Corrective Action Plan to the HCA Contract Manager:
 - 6.3.3.1 Three (3) or more consecutive months in which Data entry was completed late, with or without a request for extension; or
 - 6.3.3.2 If Data entry is completed late, with or without a request for extension, for four (4) months or more within a six (6) month period.
- 6.3.4 Extensions granted due to Minerva technical issues will be excluded from this count.
- 6.3.5 Any requests for extensions to reporting deadlines or exceptions to reporting must be requested in writing and sent via email directly to the HCA Contract Manager or designee at least two (2) Business Days prior to the reporting deadline in question. The maximum extension permitted is ten (10) Business Days.

6.4 Evaluation Reporting Requirements

- 6.4.1 The Contractor will report on all required evaluation tools (i.e., pre/post-tests) identified in Minerva that measure primary program objective.

Special situations and exceptions regarding evaluation tools identified in the Minerva include, but are not limited to, the following:

- 6.4.1.1 The Contractor may negotiate with the CM or designee to reduce multiple administrations of surveys to individual participants.
- 6.4.1.2 Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.
- 6.4.2 The Contractor will ensure program results show positive outcomes for at least half of the participants in each program group as determined by Activity Log with individual participant sessions.
 - 6.4.2.1 "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
 - 6.4.2.2 Positive outcomes will be determined using the pre-test and post-test Data reported in Minerva.
 - 6.4.2.3 Evaluation of Minerva Data will occur on the 15th of the month following the final date of service for each group.
- 6.5 Evaluation Protocols

HCA will use the following protocol for evaluation:
- 6.6 Matched pre-test and post-test pairs will be used in the analysis.
- 6.7 To allow for normal attendance drop-off, a twenty percent (20%) leeway will be given for missing post- tests.
- 6.8 If there are missing post-tests for entered pre-tests in excess of twenty percent (20%) of pre-tests, missing post-test will be counted as a negative outcome.
- 6.9 Example: If there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
- 6.10 Different groups, as determined by Activity Logs, receiving the same program will be clustered by school district.
 - 6.10.1 In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - 6.10.2 The results of one (1) provider in a given school district will not impact another provider in the same district.

- 6.10.2.1 In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.
- 6.10.2.2 Results for groups, as determined by Activity Logs, with services that span two (2) contracting periods will be analyzed within the contracting period that the post-test was administered.
- 6.10.3 If fewer than half of the participants in a group, as determined by Activity Log, within a given school district, report positive change in the intended outcome:
 - 6.10.3.1 The Contractor will submit a Performance Improvement Plan (PIP) for the non-compliant program to the CM or designee or designee within forty-five (45) days of notice by HCA.
 - 6.10.3.2 Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the CM or designee or their designee.
 - 6.10.3.3 If a second group, as determined by Activity Log, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - i. In cases where there is no active non-compliant program, the Contractor will discontinue implementation of that program within the specified geography.
 - ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Activity Logs, will be allowed to complete the expected number of sessions. No new groups, as determined by Activity Logs, will be started.
 - iii. Following all groups, as determined by Activity Logs, completing the program, results will be reviewed for those groups.
 - iv. If the results do not show positive change for each groups, as determined by Activity Logs, the Contractor will take the following action:
 - In cases where the program is being delivered by a single provider in the specified geography, the Contractor will discontinue implementation of that program in the specified geography.
 - In cases where the program is being delivered by multiple providers in the specified geography, the Contractor will discontinue implementation of that program by the underperforming provider in the specified geography.

7. SERVICE REQUIREMENTS

7.1 Background Checks. (RCW 43.43, WAC 388-877 & 388-877B).

The Contractor will:

- 7.1.1 Ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- 7.1.2 Ensure that when providing services to Youth, the requirements of WAC 388-06-0170 are met for background checks.

7.2 Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor will:

- 7.2.1 Ensure all services and activities provided by the Contractor or Subcontractor under this Contract will be designed and delivered in a manner sensitive to the needs of all diverse populations.
- 7.2.2 Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
- 7.2.3 Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor will require its Subcontractors to adhere to these requirements.

7.3 Continuing Education

The Contractor will:

- 7.3.1 Ensure that continuing education is provided for employees of any entity providing prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).

7.4 Single Source Funding

The Contractor will:

- 7.4.1 Ensure all Subcontractors that Single Source Funding means that a Subcontractor can use only one source of funds at any given time.
- 7.4.2 Ensure each cost reimbursement prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no

time may the same expense be billed through more than one (1) funding source.

7.5 Program Closing Process

If Contractor is unable to meet the requirements under this Contract for any reason the following must be provided to HCA no less than 120 day prior to ceasing contracted work:

- 7.5.1 Written notification from a Contractor fiscal agent notifying HCA of Contractor's inability to meet Contract requirements and the date work is expected to cease;
- 7.5.2 A comprehensive close-out plan in writing must include, but is not limited to the following action items:
 - 7.5.2.1 Process for returning to HCA any equipment or curriculum purchased using the grant funding provided through this Contract; and
 - 7.5.2.2 Process to ensure all invoices are reconciled and submitted within 60 days of proposed Contract end date.

7.6 Subrecipients

In addition to the requirements outlined in Section 4.38, Subrecipient, if the Contractor is a sub-recipient of federal awards as defined by 2 CFR Part 20, the Contractor must also ensure the following requirements are met:

- 7.6.1 Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;
- 7.6.2 Submit to the HCA Contract Manager, listed on the first page of this Contract, the Data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- 7.6.3 Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

7.7 Subcontracts

The Contractor will obtain prior approval before entering into any Subcontracting arrangement. In addition, the Contractor will submit the proposed Subcontract to ensure it meets all HCA requirements to the HCA Contract Manager or designee for review and approval purposes at least ten (10) Business Days prior to the start date of the Subcontract in question.

HCA reserves the right to inspect any Subcontract document.

7.7.1 Subcontract Language

The Contractor must include in its Subcontract language all requirements and conditions within this Contract that the Contractor is required to meet when providing services to participants, patients, clients, or persons seeking assistance, which include but are not limited to:

- 7.7.1.1 Identification of funding sources;
- 7.7.1.2 DUNS number and Zip code +4 of Subcontractor;
- 7.7.1.3 How eligibility will be determined;
- 7.7.1.4 Subcontracts will be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements;
- 7.7.1.5 Termination of a Subcontract will not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County;
- 7.7.1.6 What actions the Contractor will take in the event of a termination of a Subcontractor to ensure all prevention Data on services provided have been entered into the Minerva;
- 7.7.1.7 How service applications and recipients will be informed of their right to a grievance in the case of:
 - i. Denial or termination of service; or
 - ii. Failure to act upon a request for services with reasonable promptness;
- 7.7.1.8 The Contractor will ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.
- 7.7.1.9 Audit requirements - OMB 2 CFR, Part 200, Subpart F (A-133) audit requirements if applicable to the Subcontractor;
- 7.7.1.10 Subcontractor Audit
 - iii. If a Contractor Subcontractor is subject to 2 CFR, Part 200, Subpart F, the Contractor will require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per 2 CFR, Part 200, Subpart F requirements.
 - iv. If a Contractor Subcontractor is not subject to 2 CFR, Part 200, Subpart F, the Contractor will perform sub-recipient monitoring in compliance with federal requirements.
 - v. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.

- 7.7.1.11 Authorizing facility inspection;
- 7.7.1.12 Background Checks;
- 7.7.1.13 Conflict of interest;
- 7.7.1.14 Debarment and suspension certification;
- 7.7.1.15 HIPAA Business Associate Agreement and Compliance adherence as outlined in the Contract;
- 7.7.1.16 Indemnification;
- 7.7.1.17 Nondiscrimination in employment;
- 7.7.1.18 Nondiscrimination in prevention activities;
- 7.7.1.19 Performance Based Contracts;
- 7.7.1.20 Providing Data;
- 7.7.1.21 Records and reports;
- 7.7.1.22 Requirements outlined in the Data Sharing provisions in the Contract;
- 7.7.1.23 Services provided in accordance with all applicable laws, rules, and Regulations;
- 7.7.1.24 Minerva Data input and reconciliation;
- 7.7.1.25 Treatment of assets;
- 7.7.1.26 Unallowable use of federal funds;

7.8 Subcontractor Monitoring

The Contractor will submit Subcontract monitoring protocol to HCA Contract Manager or designee no less than fifteen (15) Business Days prior to entering into first Subcontract during Contract period for review and HCA approval.

7.9 On-Site Monitoring of Subcontractors

The Contractor will:

- 7.9.1 Conduct a Subcontractor review which will include at least one (1) on-site visit, annually, to each Subcontractor site providing services to monitor fiscal and programmatic compliance with Subcontract performance criteria for the purpose of documenting that the Subcontractors are fulfilling the requirements of the Subcontract.
- 7.9.2 Submit written documentation of each on-site visit to CM or designee. A copy of the full report will be kept on file by the Contractor.

7.10 Subcontractor Minerva Monitoring

The Contractor will:

- 7.10.1 Ensure that Subcontractors have entered services funded under this Contract into Minerva.
- 7.10.2 Ensure accurate and unduplicated reporting. Contractor may not require Minerva to enter duplicate prevention service Data that is entered into MINERVA into an additional system.
- 7.10.3 Ensure proper training of staff and designated back-up staff for Minerva Data entry to meet report due dates.

7.11 Additional Subcontractor Monitoring Activities

The Contractor will maintain records of additional monitoring activities in the Contractor's Subcontractor file and make them available to HCA upon request including any audit and any independent documentation.

7.12 Subcontractor Termination Requirements

When terminating a Subcontract, the Contractor will withhold the final payment of any Subcontract until all required MINERVA reporting is complete. This also applies to all Subcontractor closures.

8. REIMBURSABLE COSTS

The Contractor will ensure all expenditures for services and activities under this Contract are submitted on the A-19 invoice appropriate for Minerva entry.

- 8.1 The Contractor will use no more than eight percent (8%) of the grant for administrative costs.
 - 8.1.1 Administrative costs will be billed separately from direct prevention services as indicated on the A-19 invoice.
 - 8.1.2 Administrative costs are defined in the Fiscal/Program Requirements. <https://www.hca.wa.gov/assets/program/fiscal-program-requirements-sud.pdf>.
 - 8.1.3 Honorariums for guests and participants are not allowed.

8.2 Food Costs

Food costs are generally unallowable during program implementation except within the following parameters:

- 8.2.1 Light refreshment costs for training events and prevention services lasting longer than two (2) hours in duration are allowable. Ensure that light refreshment costs do not exceed \$3.00 per person.
- 8.2.2 Meals may be provided for participants using DMA funds only if:
 - 8.2.2.1 The training is four (4) or more hours in duration; or
 - 8.2.2.2 The program is a recurring, direct service family domain program, lasting more than two (2) hours in duration, and must be included in the approved Action Plan and Budget.
- 8.2.3 No more than a total of \$1,000 of funds contracted for prevention services by HCA may be spent on food or light refreshments per Community per year as designated in application and approved Action Plan.
 - 8.2.3.1 Contractor shall adhere to current state per-diem rates for meals found online at www.ofm.wa.gov/policy/10.90.htm.

Exhibit C
DBHR-SUD Fiscal Policies & Standards
for Reimbursable Costs

DEFINITIONS

The following terms and phrases shall have the meanings indicated when used in this exhibit, except where the context clearly requires otherwise.

- (1) "Acquisition Cost" shall mean the net cost of equipment, including the costs for modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment useable for the purpose for which it was acquired.
- (2) "Arm's Length Transaction" shall mean a transaction resulting from good faith bargaining between a buyer and a seller, where the parties have adverse positions in the marketplace.
- (3) "Contractor" or "Subcontractor Property" shall mean property used in performance of a contract which is not HCA property.
- (4) "Cost" shall mean the historical amount of money involved in a transaction which decreases an asset or increases a liability, whether recognized on a cash or accrual basis. Cost shall not include repayments of borrowing, expenditures to acquire assets, distributions to owners, and corrections to prior periods. Corrections to prior periods are included as Costs in that prior period.
- (5) "Cost Related" or "Cost Reimbursement" shall mean a contract or Subcontract where the amount of payment being made is related to the actual Costs of the Subcontractor or a class of Subcontractors to perform the contract, subject to ceilings, allowances, limitations and conditions adopted by HCA, but without regard to the method of payment.
- (6) "Cost Related Subcontractor" shall mean a Subcontractor that has a Cost Related Subcontract.
- (7) "Customary Charge" shall mean the average charge for a similar service, activity or procedure for non-HCA clients or purchasers by providers whose training and experience is similar to the Contractor or Subcontractor and are located in the same area. The area considered in determining Customary Charge shall be as large as necessary to provide a reasonable measure of the market for such services, activities or procedures.
- (8) "HCA Clients" shall mean individuals who receive or benefit from services or activities for which the Contractor was reimbursed in part or entirely by HCA.

- (1) "HCA Funds" shall mean any funds paid by HCA to a Contractor, including funds passed through to Subcontractors without regards to the source of those funds. HCA Funds include federal funds which pass through HCA.
- (2) "HCA Property" shall mean property owned by HCA, and property for which title is vested in HCA.
- (3) "Equipment" means an article of non-expendable tangible Personal Property having a useful life of more than one year and an Acquisition Cost of \$5,000 or more per unit. Items not meeting this definition shall not be classified as equipment. Purchase of equipment must be approved in advance by the contract manager.
- (4) "Fee for Service" shall mean a contract or Subcontract where the amount of reimbursement is a negotiated fixed rate of pay based on performance of defined unit of service such as per treatment, per hour or per session.
- (5) "HCA" shall mean the Washington State Health Care Authority.
- (6) "Personal Property" shall mean property of any kind except Real Property, either tangible or intangible.
- (7) "Price Related " shall mean a contract or Subcontract where the amount of reimbursement is related to market prices for services, and without consideration of the Contractor's or Subcontractor's actual or anticipated Costs.
- (8) "Real Property" shall mean land, land improvements, structures, and appurtenances thereto, but excluding movable machinery and equipment.
- (9) "Subcontract" shall mean any agreement for compensation between the Contractor and a Subcontractor, or between a Subcontractor and another Subcontractor, to provide property, services or construction needed in performance of the contract.
- (10) "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a Subcontract agreement directly with the Contractor or a subsequent tier Subcontract agreement with an intermediate Subcontractor.
- (11) "Supplies" shall mean tangible Personal Property other than equipment.
- (12) "Third Party" shall mean an individual or organization other than HCA, the Contractor, any Subcontractor or any HCA client.
- (13) "Usual Charge" shall mean the charge which the Contractor or Subcontractor most frequently charges non-HCA Clients or purchasers for a similar service, activity or procedure.
- (14) "Working Capital" shall mean a fund balance accumulated and maintained for a period of more than twelve months, or remaining at the termination or expiration of a contract,

which is not segregated in a reserve account and is used primarily to maintain the entity's cash flow.

REIMBURSABLE COSTS

- (1) Reimbursable Costs shall include Costs which are necessary for the proper and efficient performance of the contract, are reasonable and allocable to the contract and are allowable under the provisions of this exhibit.
- (2) Reimbursable Costs include Costs incurred in paying Subcontractors for fulfilling or assisting the Contractor to fulfill the Contractor's obligations to HCA.
 - (a) If the Subcontract is Price Related, the reimbursable Cost of the Subcontract shall be the share of payments to the Subcontractor which equals the Usual Charge or the Customary Charge, whichever is less. If the Subcontractor has only HCA Clients, the reimbursable Cost shall be the share of payments to the Subcontractor which equal the Customary Charge.
 - (b) If the Subcontract is Cost Related, the reimbursable Cost of the Subcontract shall be the share of payments to the Subcontractor for Subcontractor Costs which are necessary for the proper and efficient performance of the contract, are reasonable and allocable to the Subcontract and are allowable under the provisions of this exhibit. If the Cost-related Subcontractor is a for-profit entity, reimbursable Costs may also include payments for ordinary profit, provided such profit is computed on a basis other than a percentage of contract Costs. Costs used to determine Subcontract payments may be either actual Costs during the contract period or estimated Costs for the contract period based on actual Costs in a prior period, and may be either Costs of the Subcontractor or Costs of a class or subclass of facilities providing similar services, activities or procedures.
 - (c) If the Subcontract is Fee for Service, the reimbursable Cost of the Subcontract shall be the share of the payments based on an established rate structure set by laws, Regulation or policy, or may be based on Cost information provided by the Contractor during a competitive solicitation or contract negotiations.

REASONABLENESS

- (1) A Cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent and reasonable person under circumstances prevailing at the time the decision was made to incur the Cost.
- (2) In determining the reasonableness of a given Cost, the following shall be given careful consideration:
 - (a) Whether the Cost is of a type generally recognized as ordinary and necessary for the operation of the Contractor or the performance of the contract.

Whether the Cost was incurred after the Contractor complied with sound business

practices, including arm's length bargaining.

- (b) Whether the Contractor acted with prudence in the circumstances considering its responsibilities to the organization, its members, employees, clients, the public at large, and HCA.
- (c) Whether the Contractor deviated from established practices of the Contractor, which may unjustifiably increase the Cost.

ALLOCABLE COSTS

- (1) A Cost is allocable to the contract if all of the following conditions are met:
 - (a) It is assignable or chargeable to the contract in accordance with the relative benefit received because either:
 - (i) It was incurred specifically and solely for the performance of the contract; or
 - (ii) It benefits both contract and non-contract objectives and can be distributed between them in reasonable proportion to the benefits received; or
 - (iii) It is necessary for the overall operation of the Contractor even if a direct relationship to the contract cannot be shown.
 - (b) It is not allocable to or included as a Cost of any other contract, grant, agreement or program in either the present or any prior period, or used as Cost-sharing or matching for another contract or grant, except when the contract specifically authorizes such duplicate allocation.
 - (c) It is accorded consistent treatment with Costs of a similar nature.
- (2) Contract-Specific Direct Costs: If a Cost is allocable to the contract pursuant to subsection (1)(a)(i) of this section, the entire amount may be charged to the contract.
- (3) Shared Direct Costs: If a Cost is allocable to the contract pursuant to subsection (1)(a)(ii) of this section, the charge shall be considered to be in reasonable proportion to the benefits received if the charge is based on time distribution records, random moment time samples, equivalent work units, or space utilization. Other equitable methods may be used with the prior approval of HCA. Allocation of charges based on revenue distribution is not an acceptable method.
- (4) Indirect Costs: If a Cost is allocable to the contract pursuant to subsection (1)(a)(iii) of this section, the charge shall be considered to be in proportion to benefits received if it is based on the total distribution of Costs allocated pursuant to subsections (2) and (3) of this section, or if it is based on staff time directly spent in contract and non-contract activities. Other equitable methods may be used with the prior, written approval of HCA.
- (5) Contractors and Cost-related Subcontractors shall maintain a current Cost allocation plan describing how Costs are allocated.

- (6) Department approvals required in subsections (3) and (4) of this section shall be obtained by submitting a Cost allocation plan to the contract manager. The Cost allocation plan shall identify the period of time covered by the plan, the Cost items to be allocated, the allocation method, the program areas to which Costs are allocated, and the resulting allocations using budgeted Costs. Copies of indirect Cost allocation plans submitted for federal grant purposes may be used to apply for Department approval under subsection (4) of this section.

ALLOWABLE COSTS

A Cost is allowable if:

- (1) It is authorized or not prohibited by federal, state, or local laws and Regulations.
- (2) It conforms to any limitations or exclusions set forth in the contract terms and approved budget, or in applicable state or federal law or Regulation.
- (3) It is approved in advance and in writing by HCA, if it is a Cost requiring approval.
- (4) It is not an unallowable Cost.
- (5) It is consistent with policies, Regulations, directives, and procedures of the Contractor.
- (6) It is accorded consistent treatment through application of generally accepted accounting principles.
- (7) It is adequately documented in source records such as payroll registers and invoices.
- (8) It is the net of all applicable credits, such as purchase discounts, rebates, and allowances.

COSTS ALLOWABLE WITH PRIOR APPROVAL

Costs described in this section are allowable only if they are approved in advance by HCA. Approval shall be deemed given if the Cost is specifically identified in the contract budget or other clause or attachment to the contract. Approval of Costs not specifically identified in the contract shall be made by letter or other document which sets forth the nature and amount of the approved Cost and the contract for which it is allowed.

- (1) Client cash payments: Any direct cash payments to HCA Clients are allowable only with prior written approval of HCA.
- (2) Capital expenditures: Cost of acquiring by purchase or capitalized lease land, buildings, or equipment and Cost of repair, remodeling, renovation, or improvements which would materially increase the value or useful life of buildings are allowable only with the prior written approval of HCA.
- (3) Training and education: Cost of training which requires staff to be relieved of regular duties for more than ten working days per training event is allowable only upon prior written approval of HCA.
- (4) Purchase of equipment must be approved in advance by the contract manager. Title to equipment shall vest in HCA of Social and Health Services unless otherwise determined

by the contract manager at the time of purchase.

INTEREST EXPENSE

- (1) Interest on borrowed funds is treated differently depending on the source of funds reimbursing the Cost.
 - (a) Costs incurred for interest on borrowed capital or temporary use of endowment funds, however represented, are unallowable as reimbursable Costs against a federal grant.
 - (b) Interest on borrowed funds is allowable against state funding if the interest expense meets the applicable requirements of this section.
- (2) Interest on borrowed funds used to purchase equipment or Real Property is allowable against state funding with the prior written approval of HCA.
- (3) Interest on borrowed funds used to create, replenish, or maintain Working Capital is allowable against state funding, if the following conditions are met:
 - (a) Working Capital is depleted due to unusual cash flow, such as abnormally high Costs or delays in reimbursement; or Working Capital has been insufficient for an extended period of time, because the Contractor or Subcontractor has insufficient eligible income in excess of expenses to accumulate adequate Working Capital.
 - (b) The borrowed funds are not used to supplant funds which otherwise would be available to finance Working Capital. Borrowed funds shall be considered to supplant Contractor Working Capital if a decision to deplete Working Capital is evident, whether the Working Capital is depleted before or after the arrangements to borrow funds are made.
 - (c) The Working Capital in aggregate does not exceed ninety days cash flow.
 - (d) The interest expense is approved in advance and in writing by HCA.
- (4) Approval shall be deemed given if the interest Cost is specifically identified in the contract budget or other clause or attachment to the contract. Approval of interest Cost not specifically identified in the contract shall be made by letter or other document which sets forth the nature and amount of the approved Cost and the contract under which it is allowed.

UNALLOWABLE COSTS

The following Costs are unallowable, whether incurred directly by the Contractor or any Cost Related Subcontractor:

- (1) Bad debts: Any losses arising from uncollectible accounts and other claims and related Costs are unallowable. In double entry accounting systems, write-offs of client fees deemed uncollectible shall be treated as adjustments to revenue.
- (2) Chief executive: The salaries and expenses of the chief executive of a political

subdivision are unallowable.

- (3) Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.
- (4) Contributions and donations: Costs of a Contractor or Subcontractor in the form of contributions and donations to other organizations, including Costs of donated services and property, are unallowable.
- (5) Depreciation of state financed property: Costs of depreciation of HCA Property are unallowable.
- (6) Entertainment: Costs of amusements, social activities, and incidental Costs relating thereto such as meals, beverages, lodging, rentals, transportation, and gratuities are unallowable, except for Costs of entertainment specifically for HCA Clients and necessary expenses of staff who supervise HCA Clients on Contractor or Subcontractor sponsored activities.
- (7) Fines and penalties: Costs resulting from violations of or failure to comply with federal, state, and local laws and Regulations are unallowable.
- (8) First class air accommodations: The difference in Cost between first class air accommodations and less- than-first class air accommodations is unallowable, except when less-than-first class air accommodations are not reasonably available.
- (9) Fund raising: Costs of organized fund raising are unallowable.
- (10) Legal fees to bring suit against federal or state government: The Cost of legal expenses for the prosecution or defense of claims by or against the federal or state government is unallowable.
- (11) Legislative expenses: The salaries and other expenses of county councilmen or councilwomen, supervisors, commissioners, etc., whether incurred for the purposes of the legislation or executive direction, are unallowable.
- (12) Lobbying expenses: The Cost of attempting to influence legislation pending before any federal or state legislative body is unallowable except as provided for in RCW 42.17.190.
- (13) Losses: Costs of actual losses which could have been covered either by insurance or by contributions to a self-insurance reserve are unallowable, except for losses not covered under nominal deductible insurance coverage and minor losses not covered by insurance which occur in the ordinary course of operations, such as spoilage and breakage.
- (14) Memberships: Costs of memberships for individuals in civic, business, technical or professional organizations are unallowable. Costs of Contractor or Subcontractor memberships in any organization whose predominate activity is influencing legislation are unallowable.

- (15) Under-recovery of Costs in other contracts or agreements: Any Costs incurred in excess of the federal and state contribution under any other contracts or agreement is unallowable.

UNALLOWABLE COSTS; FEDERAL ALCOHOL, DRUG ABUSE, and MENTAL HEALTH SERVICES BLOCK GRANT

- (1) Unless an explicit and specific federal waiver is obtained, the following Costs are unallowable under any contract which includes federal alcohol, drug abuse and mental health services block grant funds:
- (a) Costs of hospital inpatient services;
 - (b) Cash payments to HCA Clients;
 - (c) Cost of purchase or permanent improvement of land or facilities, other than minor remodeling;
 - (d) Cost of purchase of major medical equipment, with an Acquisition Cost in excess of \$5,000;
 - (e) Costs used as Cost-sharing or matching for other federal funds requiring nonfederal matching funds;
 - (f) Costs of financial assistance to any entity which is not either public or nonprofit; or
 - (g) Costs that in effect supplant or otherwise reduce the amount of state or local funds that would have been used for alcoholism, drug abuse or mental health programs in the absence of federal block grant funding. For the purposes of this section, supplantation shall be deemed to occur if the amount of state or local funds used is less than the amount expended during federal fiscal year ending September 30, 1981.
 - (h) Carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
 - (i) Carry out any testing for the etiologic agent for acquired immune deficiency syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling.
 - (j) EXCESS SALARY: By law, none of the funds awarded can be used to pay salary of an individual at a rate in excess of the Executive Level I, which is \$181,100 annually.
 - (k) Youth tobacco enforcement.
- (2) The use of federal funds to influence or attempt to influence the award of, or amendment

to, any federal contract, grant, loan, or cooperative agreement is prohibited.

- (a) The use of funds other than federal funds for such purposes shall require the Contractor to submit all required federal and state forms disclosing such lobbying activity.
 - (b) The Contractor must include this language in any contracts resulting from this agreement and that all Subrecipients understand and agree to these terms.
- (3) Costs that are unallowable under subsection (1) of this section are allowable using state funds if all of the following conditions are met:
- (a) The contract includes state funds at least equal to the total amount of all items of Cost under consideration;
 - (b) If the Costs are incurred by a Subcontractor, the Subcontract document clearly indicates only state funds are included in the Subcontract; and
 - (c) The Cost is otherwise allowed.

Exhibit D

Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT is made between **Lewis County** (Business Associate) and the Washington State Health Care Authority (HCA). This agreement does not expire or automatically terminate except as stated in Section 5.

This Agreement relates to Contract number K4221 between the Business Associate and HCA unless otherwise agreed. Business Associate is or may be a “Business Associate” of HCA to the extent they are performing Business Associate functions and activities on HCA’s behalf as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Contract is terminated, this Agreement nonetheless continues in effect.

This Business Associate Agreement supersedes any existing Business Associate Agreement the Business Associate may have with HCA. It also supersedes any “Business Associate” section in an Underlying Contract.

1. DEFINITIONS

Unless otherwise indicated below, for the purposes of this Exhibit, the following terms have the same meaning as those terms in the HIPAA Rules:

- 1.1. Breach;**
- 1.2. Business Associate;**
- 1.3. Data Aggregation;**
- 1.4. Designated Record Set;**
- 1.5. Disclosure, Health Care Operations;**
- 1.6. Individual;**
- 1.7. Minimum Necessary;**
- 1.8. Notice Of Privacy Practices;**
- 1.9. Secretary, Security Incident;**
- 1.10. Unsecured Protected Health Information (Phi); And**
- 1.11. Use.**

“**Access Attempts**” means the frequent probes, scans, “pings,” and other information system interactions that may or may not indicate threats, whose sources may be difficult or

impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI.

"Clients" or **"Individuals"** are people who have health or other coverage or benefits from or through HCA. They include Medicaid Clients, Public Employees Benefits Board subscribers and enrollees, and others.

"Contract" or **"Underlying Contract"** means all agreements between Business Associate and HCA under which Business Associate is a "Business Associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.

"Health Insurance Portability and Accountability Act" or **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. Additional detail can be found in part 164 of title 45 CFR for the following:

- **"Security Rule"** is subpart C (beginning with §164.302);
- **"Breach Notification Rule"** is subpart D (beginning with § 164.400); and
- **"Privacy Rule"** is subpart E (beginning with § 164.500).

"Protected Health Information" or **"PHI"** has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the Underlying Contract, if such use or Disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the Minimum Necessary.

2.2. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent Use or Disclosure of PHI

other than as provided for by the Contract or this Agreement. Business Associate will store and transfer PHI in encrypted form.

2.3. Reporting Security Incidents

2.3.1. Business Associate will report Security Incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those Security Incidents to HCA within five (5) Business Days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 2.4, *Breach Notification* applies instead of this provision.

2.3.2. Access Attempts shall be recorded in Business Associate's system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associate will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

2.3.2.1. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement; or

2.3.2.2. Resulted in material interference with Business Associate's information system used with respect to PHI subject to this Agreement; or

2.3.2.3. Caused an unauthorized Use or Disclosure.

2.3.3. Subject to Business Associate's performance as described in subsection 2.3.2., this provision shall serve as Business Associate's notice to HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in Section 2.3.2. above, in which case Business Associate will report them in accordance with subsection 2.3.1 or Section 2.4, *Breach Notification*.

2.4. Breach Notification

- 2.4.1. "Breach" is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.
- 2.4.2. Business Associate will notify HCA of any unauthorized use or Disclosure and any other possible Breach within five Business Days of discovery. If Business Associate does not have full details at that time, it will report what information it has, and provide full details within fifteen (15) Business Days after discovery. The initial report may be oral. Business Associate will give a written report to HCA, however, as soon as possible. To the extent possible, these reports must include the following:
 - 2.4.2.1. The identification of each Individual whose PHI has been or may have been accessed, acquired, or disclosed;
 - 2.4.2.2. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
 - 2.4.2.3. A description of the types of PHI involved;
 - 2.4.2.4. The investigative and remedial actions the Business Associate or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - 2.4.2.5. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
 - 2.4.2.6. Such other information as HCA may reasonably request.
- 2.4.3. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA. In any event, Business Associate will notify HCA of its intent to give any notification under a state Breach Notification law no fewer than ten (10) Business Days before giving such notification.

- 2.4.4. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or Disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or Disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
- 2.4.4.1. HCA may choose to make any notifications to the Individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
 - 2.4.4.2. In any case, Business Associate will pay the reasonable costs of notification to Individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect Clients (such as paying for regular credit watches in some cases), and
 - 2.4.4.3. Business Associate will compensate HCA Clients for harms caused to them by the Breach or possible Breach described above.
- 2.4.5. Business Associate's obligations regarding Breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any Breach or possible Breach at any time.

2.5. Subcontractors

Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA, Business Associate will identify to HCA all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

2.6. Access

Business Associate will make available PHI in a Designated Record Set to HCA as necessary to satisfy HCA's obligations under 45 CFR § 164.524. Business Associate will give the information to HCA within five Business Days of the request from the Individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the Individual. If Business Associate receives a request for access directly from the Individual, Business Associate will inform HCA of the request within three Business Days, and if requested by HCA it will provide the access in accordance with the HIPAA Rules.

2.7. Amending PHI

Business Associate will make any amendments to PHI in a Designated Record Set as directed or agreed to by the HCA pursuant to 45 CFR § 164.526, or take other measures requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an Individual, Business Associate will both acknowledge it and inform HCA within three (3) Business Days, and if HCA so requests act on it within ten Business Days and inform HCA of its actions.

2.8. Accounting

Business Associate will maintain and make available to HCA the information required to provide an accounting of Disclosures as necessary to satisfy HCA's obligations under 45 CFR § 164.528. If Business Associate receives an Individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) Business Days after receiving it.

2.9. Obligations

To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

2.10. Books, Etc.

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.11. Mitigation

Business Associate will mitigate, to the extent practicable, any harmful effect of a use or Disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement, or the Contract.

2.12. Indemnification

To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the State of Washington, HCA, and all officials, agents, and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1. Limited Use and Disclosure

Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Contract.

3.2. General Limitation

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

3.3. Required by Law

Business Associate may use or disclose PHI as required by law.

3.4. De-Identifying

Business Associate may de-identified PHI in accordance with 45 CFR § 164.514(a)-(c).

3.5. Minimum Necessary

Business Associate will make uses and Disclosures of only the Minimum Necessary PHI, and will request only the Minimum Necessary PHI.

3.6. Disclosure for Management and Administration of Business Associate

3.6.1. Subject to subsection 3.6.2, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6.2. The Disclosures mentioned in subsection 3.6.1 above are permitted only if either:

3.6.2.1. The Disclosures are required by law, or

3.6.2.2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

3.7. Aggregation

Business Associate may use PHI to provide Data Aggregation services relating to the Health Care Operations of the HCA, if those services are part of the Contract.

4. ACTIVITIES OF HCA

4.1. Notice of Privacy Practices

HCA will provide a copy of its current Notice of Privacy Practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.

4.2. Changes in Permissions

HCA will notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or Disclosure of PHI.

4.3. Restrictions

HCA will notify Business Associate of any restriction on the use or Disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or Disclosure of PHI. Business Associate will comply with any such restriction.

5. TERM AND TERMINATION

5.1. Term

This Agreement is effective as of the earliest of:

5.1.1. The first date on which Business Associate receives or creates PHI subject to this Agreement, or

5.1.2. The effective date of the Contract, or if there is more than one Contract then the effective date of the first one to be signed by both parties.

5.1.3. This Agreement continues in effect until the earlier of:

5.1.3.1. Termination of the provision of Services under the Contract or, if there is more than one Contract, under the last of the Contracts under which services are terminated,

5.1.3.2. The termination of this Agreement as provided below, or

5.1.3.3. The written agreement of the parties.

5.2. Termination for Cause

HCA may terminate this Agreement and the Contract (or either of them), if HCA determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

5.3. Obligations of Business Associate Upon Termination

The obligations of the Business Associate under this subsection 5.3 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

- 5.3.1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.3.2. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of this subsection 5.3, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide HCA with appropriate evidence of destruction within ten Business Days of the destruction);
- 5.3.3. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or Disclosure of the PHI, other than as provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of this subsection 5.3, If the PHI is destroyed it shall be rendered unusable, unreadable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide HCA with appropriate evidence of destruction);
- 5.3.4. Not use or disclose any PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions that applied before termination;
- 5.3.5. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- 5.3.6. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

5.4. Successor

Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Contract.

6. MISCELLANEOUS

6.1. Amendment

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.2. Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.3. HCA Contact for Reporting and Notification Requirements

Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer

Washington State Health Care Authority
626 8th Avenue SE
PO Box 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Exhibit E
HCA RFA #3882

Incorporated by Reference

Exhibit F
Contractor Response To HCA RFA #3882

Incorporated by Reference

Attachment 1

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2 of this Contract the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservice, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail,

Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer Tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Confidential Information Transmitting

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be Encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
 - i. Data will be Encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - ii. Data stored on Portable/Removable Media or Devices:
 - Confidential Information provided by HCA on Removable Media will be Encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - HCA's Data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share

Agreement. If so authorized, the Receiving Party must protect the Data by:

1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA Data, then both the HCA Confidential Information and the non-HCA Data with which it is commingled must be protected as described in this Attachment.

5. Confidential Information Shared with Subcontractors

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

6. Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Attachment 2

Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Required Information about your organization and this contract will be made available on USASpending.gov by HCA as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>.

CONTRACTOR

Legal Name Lewis County	DUNS Number
Principle Place of Performance 360 Northwest North Street	Congressional District
3b. City Chehalis	State WA
3d. Zip+4 98532-1925	Country

Are you registered in CCR (<https://www.uscontractorregistration.com/>)?

YES (skip to page 2. Sign, date and return) NO

5. In the preceding fiscal year did your organization:

Receive 80% or more of annual gross revenue from federal contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

\$25,000,000 or more in annual gross revenues from federal contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

The public does not have access to information about the compensation of the executives through periodic reports filled with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

NO (skip the remainder of this section - Sign, date and return)

YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name Of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).

By signing this document, the Contractor Authorized Representative attests to the information.

Signature of Contractor Authorized Representative	Date
---	------

HCA will not endorse the Contractor's subaward until this form is completed and returned.

FOR HEALTH CARE AUTHORITY USE ONLY

HCA Contract Number: _____
Sub-award Project Description (see instructions and examples below)

Instructions for Sub-award Project Description:

In the first line of the description provide a title for the sub-award that captures the main purpose of the Subrecipients work. Then, indicate the name of the Subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.

Attachment 3

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

If the funding for this Contract work should fall under the Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms outlined below the Contractor must comply with the requirements of those terms as they would apply to HCA.

1. SAMHSA Award Terms.

- 1.1** This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- 1.2** Grant funds cannot be used to supplant current funding of existing activities.
- 1.3** By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- 1.4** Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- 1.5** Per 45 Code of Federal Regulations (CFR) 74.36 and 45 CFR 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- 1.6** Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
- 1.7** No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- 1.8** No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related

to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- 1.9** Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): “Funding for this conference was made possible (in part) by Grant H79TI081705 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”
- 1.10** If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meal and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).
- 1.11 Marijuana Attestation.** The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 CFR. § 75.300(a); 21 United States Code §§ 812(c) (10) and 8410). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

**AWARD AND REVENUES
2019-2021 Biennium**

CONTRACTOR NAME: Lewis County

CONTRACT NUMBER: K4221

The above named Contractor is hereby awarded the following amounts for the purposes listed.

REVENUE SOURCE CODE:	TYPE OF SERVICE	AWARD AMOUNTS		
		SFY20	SFY21	Total 19-21 Biennium
333.99.59	SABG Prevention (7.1.19-6.30.21)	\$	\$	\$
334.04.6X	GF-State- Admin (for SABG Prevention)	\$	\$	\$
334.04.6X	Dedicated Marijuana Account-Fund 315-State	\$20,000	\$20,000	\$40,000
334.04.6X	GF-State Mental Health Promotion Project	\$20,000	\$20,000	\$40,000
333.92.43	2018 PFS-Total	\$	\$	\$
	Year 1 FFY18 (7.1.19-9.29.19)	\$		
	Year 2 FFY19 (9.30.19-9.29.20)	\$	\$	
333.92.43	2013 PFS No Cost Extension (7.1.19-9.29.19)	\$	\$	\$
333.37.88	SOR-Total	\$	\$	\$
	Year 1 FFY18 (7.1.19-9.29.19)	\$		
	Year 2 FFY19 (9.30.19-9.29.20)	\$	\$	
333.37.88	SOR Supplemental-Total	\$	\$	\$
	Year 1 FFY18 (7.1.19-9.29.19)	\$		
	Year 2 FFY19 (9.30.19-9.29.20)	\$	\$	
333.37.88	STR No Cost Extension-Total (8.15.19-4.30.20)	\$	\$	\$
	Total Federal Funds	\$	\$	\$
	Total State Funds	\$40,000	\$40,000	\$80,000
	TOTAL ALL AWARDS	\$40,000	\$40,000	\$80,000

Federal CFDA:

Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)

Funding period(s): 7.1.19-6.30.21; Funds may be used in SFY 20 or 21 up to the total biennium award as indicated above.

General Fund State (GF-S), Admin (for SABG Prevention), Mental Health Promotion Project

Funding period(s): 7.1.19-6.30.20 (SFY 20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

Dedicated Marijuana Account (DMA) Fund 315 State.

Funding period(s): 7.1.19-6.30.20 (SFY20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

2018 Partnerships for Success (PFS), CFDA 93.243, Substance Abuse and Mental Health Services Administration (SAMHSA)

Year 2 funding period: 9.30.19-9.29.20; Funds must be used only in the FFY in which they are awarded as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

2013 PFS, Partnerships for Success (PFS) No Cost Extension

Funding period 7.1.19-9.29.19; Funds must be used in this time period

State Opioid Response (SOR), CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)

Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

State Opioid Response (SOR) Supplemental, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)

Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

State Targeted Response (STR) to the Opioid Crisis No Cost Extension, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)

Funding period 8.15.19-4.30.20; Funds must be used in this time period.